

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MAGIC FINISH  
AND THE CITY OF ANN ARBOR  
FOR COBBLESTONE FARM RENTAL SPACE EVENT SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Magic Finish ("Contractor") a Michigan Sole Proprietorship with its address at 1370 Rue Willette, Ypsilanti, MI 48198 agree as follows on this thirtieth day of January, 2018.

The Contractor agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means Community Services Area/Parks and Recreation Services Unit.

Contract Administrator means Parks and Recreation Services Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Cobblestone Farm Rental Space Event Services.

**II. DURATION**

This Agreement shall become effective on March 5, 2018, and shall remain in effect for three years unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to provide Custodial and Event Services for Cobblestone Farm ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. The total fee to be paid Contractor for Services shall not exceed annually \$47,200.00.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a

minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

#### **X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

#### **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which

funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Magic Finish



1370 Rue Willette  
Ypsilanti, MI, 48198  
Attn: Darrin Newlin

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Parks and Recreation Services Unit  
301 E. Huron St.  
Ann Arbor, Michigan 48104  
Attn.: Colin Smith, Parks and Recreation Services Manager

#### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

## **XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

Its

Type Name

Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

\_\_\_\_\_  
Derek Delacourt, Community Service Area  
Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



## **EXHIBIT A SCOPE OF SERVICES**

### **Background**

Cobblestone Farm is owned and operated by the City of Ann Arbor, Parks and Recreation services unit. The bank barn on the property is rented by the public for special events ranging from weddings to reunions. The barn is also used by many local businesses and organizations for off-site meetings. In addition to the bank barn, the property at Cobblestone Farm has a historic farm house, and an animal barn with livestock animals and gardens.

The bank barn has become increasingly popular as a rental space and is booked 7 days a week, up to 18 months in advance. The inside of the barn is approximately 3 stories tall and over 3,000 square feet. There is a main floor, loft area, warming kitchen and food serving area. Over the past three years, there are on average 175 events held each year with visitor attendance over 30,000 people.

The City of Ann Arbor wishes to establish a contract with qualified firm(s) to provide the rental space services as identified in this RFP. This proposal covers the set-up and tear-down of tables and chairs in the event space as well as cleaning of the event space, bathrooms and office area in accordance with the following specifications and general conditions.

Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state, and federal law.

### **SCOPE OF SERVICES**

#### **Custodial Work**

The areas listed below are to be cleaned a minimum of twice weekly and not during prime office hours. Prime office hours are defined as Monday, Wednesday, Thursday and Friday 10am-4pm and Tuesday 10am-8pm. In addition, this work is not to be done during event times.

#### **Downstairs**

##### **Bathrooms**

- Sweep floors properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom or mop.
- Mop floors – upon completion of wet mopping or scrubbing, the floors shall be clean and free of dirt, stains, spills, and marks. Mop marks to present a clean appearance.
- Clean all toilets, counter tops, stall partitions and sinks using appropriate germicidal disinfectant cleaning products.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove and properly dispose of all trash in bathrooms including individual stall trash cans and replace with clean bags.

- Replenish all paper supplies in each stall and the backup supply in the counter top drawers. Fill soap dispensers.
- Dust ceiling, pipes and walls for spider webs, bugs, etc. Concentrate on corners and behind toilets. Check walls for spills and remove as needed.
- Clean hand dryer and surrounding tile wall with appropriate cleaning product. Empty and clean catch basin with appropriate cleaning product.
- Wipe down doors inside and out (specific attention to door handles and surrounding area).
- Once every 2 weeks clean brown rubber trim once with appropriate cleaning product.
- Mops used in the bathroom may not be used in any other part of the building.
- Safety precautions will be followed at all times, including but not limited to, placement of "wet floor" signs.

#### **Entry & Bathroom Hallway**

- Sweep & mop floors as described above.
- Vacuum brown rugs – change rugs if needed.
- Clean all doors inside and out (specific attention to door handles and surrounding area) with appropriate clean product.
- Clean drinking fountain using stainless steel cleaner and a clean rag to remove all streaks and water spots.
- Remove and dust window screens and sills every 2 weeks with appropriate cleaning product.
- Safety precautions will be followed at all times, including but not limited to, placement of "wet floor" signs.

#### **Large tile floor area**

- Sweep & mop floors as described above.
- Clean sink, counter top and microwave with appropriate cleaning product.
- Clean outside and inside of refrigerator. For outside doors and handle, use stainless steel cleaner and a clean rag to remove all streaks and water spots. For inside drawers and shelves, use appropriate cleaning product
- Remove and properly dispose of all trash and replace with new liners. Wipe interior of trash cans with appropriate cleaning product and dry before replacing with new liner.
- Dust wooden beams along the floor, ceiling beams and duct work and light to remove bugs, cobwebs, etc. with appropriate cleaning product. Move wooden screens and extra tables to clean around and underneath.
- Move wooden table, chairs and bench to sweep & mop underneath.
- Dust and clean wooden table, chairs and benches with appropriate cleaning product.
- Maintain organization of clean brown rug storage area.
- Properly dispose of recycle items in kitchen area (bin of pop cans/ bottles).

#### **Offices**

- Vacuum all carpeted areas including underneath desks, plastic rug protectors and various chairs and tables. In private office, vacuum along wood beam underneath windows.
- Empty all trash receptacles at desks and replace with new liners. Wipe interior of trash cans when appropriate.
- Wipe desk tops and phones weekly with appropriate cleaning product.
- Change bag in shredder and replace with new bag as needed. Take out recycling under at each desk and near copier.
- Dust ceiling beams, duct work, tops of filing cabinets and floor beams every 2 weeks to remove bugs, cobwebs, etc. with appropriate cleaning product.
- Remove and dust window screens and sills every 2 weeks with appropriate cleaning product.
- Using appropriate cleaning product, dust the copier machine including around and behind every 2 weeks.
- Once monthly clean office desk chairs (seats, legs, casters, wheels, arm rests) with appropriate cleaning product.

## **Event Space**

### **Changing rooms / Elevator**

- Vacuum all carpeted areas including underneath various pieces of furniture (sofa, tables and chairs.)
- Empty all trash receptacles and replace with new liners. Wipe interior of trash cans when appropriate.
- Dust wooden furniture and clean glass or wooden tops, legs, seats with appropriate cleaning product.
- Remove and dust window screens and sills every 2 weeks with appropriate cleaning product in the west changing room.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove any items from small refrigerators and clean with appropriate cleaning product.
- Sweep & mop elevator floor. Clean interior walls and light fixtures with appropriate cleaning product.

### **Kitchen**

- Clean exterior and interior oven surfaces using appropriate cleaning product.
- Clean refrigerator inside and out using appropriate cleaning product to remove any spills or food debris.
- Clean and disinfect triple sinks and water bowl catch basin under the sink using appropriate cleaning product.
- Sweep and mop tile floor, concentrating on corners, underneath sinks and prep spaces. Move stainless steel tables to clean thoroughly underneath.
- Remove and properly dispose of all trash. Clean exterior and interior of trash cans with appropriate cleaning product and dry before refilling with liners.
- Clean interior and exterior of trash chute door to remove debris using appropriate cleaning product.



- Clean interior and exterior dumbwaiter doors and clean all inside surfaces using appropriate cleaning product.

#### **Routine Cleaning**

- Use the self-cleaning function on the oven every 2-3 months or as needed.
- Clean trash chute with hose and appropriate cleaning product monthly. (Spring-Fall)
- Replace bug light screen monthly.

#### **Wood floors and Stairs (main floor and loft)**

- Sweep floors, stairs and staircase landings properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom. Report any damage or unusual areas to supervisor.
- Mop floors, stairs and staircase landings with appropriate solution for wood floors.
- Every 2 weeks, take apart staircase light fixtures to clean glass and dispose of any debris.

#### **Routine Cleaning**

- Clean baseboards, wooden trim, and walls in the staircases to remove any substances. Report damages to drywall or paint to supervisor; repair as needed.
- Report to the supervisor the condition of the floor and stairs with regards to deep cleaning, sand/screen and sealing.

#### **Tables and Chairs**

- Maintain event tables ensuring all parts are working and in safe condition. Report to staff any damages and if new tables are needed.
- Replace lost rubber pads on chairs or tables.
- Evaluate chairs for cleanliness and steam clean chairs as needed.

#### **Walls**

- Remove any hangers, hooks, tape, fixtures, materials, etc. left by events.
- Clean walls where spills and splashes have occurred with appropriate cleaning product.

#### **Icicle Lights**

- Report any non-working lights to staff and replace or adjust tension on lights as needed.

#### **Event Services**

Cobblestone is open up to 7 days a week with the majority of events taking place Thursday – Sunday. Every event requires an **event set-up**, **event tear-down** and **event clean**. Each event has a floor plan submitted which is specific to their event. The floor plan consists of tables sized 72" or 48" round or 6' rectangular. There are up to 220 banquet chairs available to the event. Every event size is different, as is their floor plan. It is reasonable to expect an event set-up and tear-down to take a minimum of 1.5 hours each. A typical clean can take approximately 1 hour.

The supervisor of Cobblestone Farm will create an event calendar which is updated as event details are given. The event calendar will contain exact start and end times, and what is required for the event – tables and chairs set-up, tear-down, clean only, etc. It is reasonable to expect that information related to the event may change within 24 hours of

the event day and as such, the contractor must have the flexibility to make adjustments and meet the needs of the event. Events are allowed to remain in the barn until 1am and cannot start again until 10am, unless approved by staff.

It is reasonable to expect a contractor to complete an event set-up a minimum of 30 minutes in advance of the rental start time. When there is no event the following day, the most recent event must be tore-down and cleaned within 12 hours of event end time. For example, a Sunday event ends at 1am and there is no Monday event, the Sunday event will be tore-down and cleaned by 1pm on Monday.

#### **Event set-up:**

- Evaluate floor plans with staff in person or by email 2-3 days before event day. Make recommendations for changes if needed.
- Check event calendar for timing of events as this may change daily.
- Set-up 72" round, 6' rectangular and 48" round tables per event floor plan.
- Set-up banquet chairs per event floor plan. Standard set up is 10 chairs to a table unless otherwise noted on the floor plan.
- Set-up miscellaneous items per event floor plan (podium).
- Adjust tension on icicle lights so they are straight.

#### **Event tear-down:**

- Clean all table tops with a damp towel and appropriate cleaning product. Remove any wax, food spills, beverage spills, streaks, etc.
- Tear-down 72" round, 6' rectangular and 48" round tables and either store appropriately or set-up based on event schedule.
- Stack all banquet chairs and store appropriately or set-up based on event schedule.
- Store all miscellaneous items in closets or set-up based on event floor plan.

#### **Event Clean:**

##### **Wood floors and Stairs (main floor and loft)**

- Sweep floors, stairs and staircase landings properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom. Report any damage or unusual areas to supervisor.
- Mop floors, stairs and staircase landings with appropriate solution for wood floors.

##### **Kitchen**

- Clean exterior and interior oven surfaces using appropriate cleaning product.
- Clean refrigerator inside and out using appropriate cleaning product to remove any spills or food debris.
- Clean and disinfect triple sinks and water bowl catch basin under the sink using appropriate cleaning product.
- Sweep and mop tile floor, concentrating on corners, underneath sinks and prep spaces. Move stainless steel tables to clean thoroughly underneath.
- Remove and properly dispose of all trash. Clean exterior and interior of trash cans with appropriate cleaning product and dry before refilling with liners.



- Clean interior and exterior of trash chute door to remove debris using appropriate cleaning product.
- Clean interior and exterior dumbwaiter doors and clean all inside surfaces using appropriate cleaning product.

### **Bathrooms**

- Sweep floors properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom or mop.
- Mop floors – upon completion of wet mopping or scrubbing, the floors shall be clean and free of dirt, stains, spills, marks, mop marks to present a clean appearance.
- Clean all toilets, counter tops, stall partitions and sinks using appropriate germicidal disinfectant cleaning products.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove and properly dispose of all trash in bathrooms including individual stall trash cans and replace with clean bags.
- Replenish all paper supplies in each stall and the backup supply in the counter top drawers. Fill soap dispensers.
- Clean hand dryer and surrounding tile wall with appropriate cleaning product. Empty and clean catch basin with appropriate cleaning product.

### **Entry & Bathroom Hallway**

- Sweep & mop floors as described above.
- Vacuum brown rugs – change rugs if needed.
- Clean drinking fountain using stainless steel cleaner and a clean rag to remove all streaks and water spots.

### **Large tile floor area**

- Sweep & mop floors as described above.
- Remove and properly dispose of all trash and replace with new liners. Wipe interior of trash cans with appropriate cleaning product and dry before replacing with new liner.
- Move wooden table, chairs and bench to sweep & mop underneath.
- Dust and clean wooden table, chairs and benches with appropriate cleaning product.
- Maintain organization of clean brown rug storage area.
- Properly dispose of recycle items in kitchen area (bin of pop cans/ bottles).

### **Bridal Changing Room**

- Vacuum all carpeted areas including underneath various pieces of furniture (sofa, tables and chairs.)
- Empty all trash receptacles and replace with new liners. Wipe interior of trash cans when appropriate.
- Dust wooden furniture and clean glass or wooden tops, legs, seats with appropriate cleaning product.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove any items from small refrigerators and clean with appropriate cleaning product.

- Replace light bulbs as needed and wipe down surface of lamps after each event using appropriate cleaning product.

## **Garbage Disposal**

The contractor is responsible to ensure that all garbage generated from the event and office space is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the City of Ann Arbor.

## **Building**

Upon the completion and during the sequence of their duties, custodial personnel will turn off all lights in the unoccupied areas unless otherwise directed. It is also the responsibility of the custodial personnel to check for open or unlocked windows, doors and to close and secure them. When difficulty is encountered in keeping areas locked or windows closed and locked, the building supervisor shall be notified immediately (within one hour).

## **Safety**

The contractor is responsible for instructing their employees in appropriate safety measures. Custodial employees will not place mops, brooms, machines, and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Appropriate signs to indicate danger/hazardous floors, walk left or right, etc., shall be provided by the awarded contractor. Such signs will be displayed at all times in an area where cleaning requires the use of any equipment or supplies such as buckets, water, floor finish, etc., which could cause a traffic obstruction or personal hazard. Cleaning techniques will be implemented to minimize situations where personnel must cross a wet or slippery surface to gain access to other parts of the building.

## **Building Keys and Alarm**

Building keys and an alarm code will be given to the contractor when necessary. No duplicate keys will be made by awarded contractor unless prior written approval is given by City contract Administrator. If this policy is not adhered to, the contractor will be liable for any costs required in alarm code changes, lock change and/or re-keying for agency security purposes.

***\*Cobblestone Farm is open as the Parks & Recreation Customer Service office, Monday –Friday, 8am-5pm and for events, seven days a week with varying hours.***

## **EXHIBIT B COMPENSATION**

### **General**

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**ATTACHMENT A  
FEE PROPOSAL FORM**

Pricing shall be submitted as follows:

	<b>Custodial Services Monthly Cost</b>	<b>Custodial Services: Expected Number of Hours PER WEEK</b>	<b>Event Services (Includes Seat, Tear and Clean) cost PER EVENT</b>	<b>Event Services: Expected Number of Hours PER EVENT</b>
<b>Year One (1)</b>	\$ 1600	15	\$160	3 1/2
<b>Year Two (2)</b>	\$ 1600	15	\$160	3 1/2
<b>Year Three (3)</b>	\$ 1600	15	\$160	3 1/2
<b>Year Four (4) – Extension</b>	\$ 1600	15	\$160	3 1/2
<b>Year Five (5) - Extension</b>	\$ 1600	15	\$160	3 1/2

Pricing shall remain firm for the duration of the contract.

Name and phone number of person(s) in the organization authorized to negotiate on behalf of your organization:

Darrin Newlin  
Name

darrinnewlin@yahoo.com  
E-mail

734-368-3040  
Phone

Exceptions – only exceptions listed here will be considered. It is at the City's discretion to approve any or all exceptions listed below.

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## **EXHIBIT C INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or  
Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.



- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.